

### BUILDING ORDINANCE OR LAW

Refer to the Declarations if information is not shown on this form.

The coverage under this endorsement is subject to the *terms* contained in *your* policy.

# **SCHEDULE**

Location	Building Number		Amount Of Insurance		Amount Of Insurance
Number		Coverage 1	Coverage 2	Coverage 3	Combined Coverages 2 and 3
			•	•	•

#### WHAT WE PAY FOR

The coverages provided in this endorsement apply only when there is accidental direct physical loss or damage resulting from a covered cause of loss to Coverage A-Building. Any payments made will be in accordance with a minimum requirement of an ordinance or law in force at the time of loss which governs repair, restoration, reconstruction, remodeling or demolition of the covered building.

These coverages are not subject to the Ordinance Or Law exclusion in the applicable Causes of Loss form, to the extent the exclusion would conflict with this coverage.

## Coverage 1 - Coverage For Loss To The Undamaged Portions Of The Building

When the box for Coverage 1 is checked in the Schedule, we pay under the Coverage A-Building Amount Of Insurance shown in the Declarations for the loss in value of the undamaged portion of the building when an ordinance or law requires demolition of undamaged portions of the same building. Any payment made under Coverage 1 is included within the Coverage A-Building Amount Of Insurance and does not increase the Coverage A-Building Amount Of Insurance on your policy.

#### **Coverage 2 - Demolition Cost Coverage**

We pay up to the Coverage 2 or the Combined Coverages 2 and 3 Amount Of Insurance shown in the Schedule, whichever is applicable, for the reasonable costs of demolition and removal of standing, undamaged portions of a covered building when required by an ordinance or law.

The Coinsurance Provision does not apply to Demolition Cost Coverage.

#### **Coverage 3 - Increased Cost of Construction Coverage**

We pay up to the Coverage 3 or the Combined Coverages 2 and 3 Amount Of Insurance shown in the Schedule, whichever is applicable, for the increased cost of construction:

- 1. To repair, restore or reconstruct the damaged portions of the covered building or to reconstruct or remodel undamaged portions of that building, whether or not demolition is required. The increased costs must be incurred to comply with the minimum standards of the ordinance or law.
  - However, this coverage applies only if:
    - a. The repaired, restored, reconstructed or remodeled property is of similar size and use and intended for the same or similar occupancy, unless such occupancy is no longer permitted by ordinance or law; and
    - b. The building is actually repaired, restored, reconstructed or remodeled, otherwise, Coverage 3 does not apply.
- 2. Subject to the same requirements in 1. above, we pay for the increased costs to repair, restore or reconstruct:
  - a. Excavations, grading, backfilling and filling;
  - b. The foundation of the building;
  - c. Pilings; and

d. Underground pipes, flues and drains.

The Coinsurance Provision does not apply to Increased Cost Of Construction Coverage.

### WHAT WE DO NOT PAY FOR

We do not pay for:

- 1. Any coverage under this endorsement when loss or damage to Coverage A-Building is caused by both a covered cause of loss and one that is excluded by this policy, when the only loss in value or increased costs results from an ordinance or law that applies to the loss or damage caused by the excluded cause of loss.
- 2. More than the costs actually and necessarily incurred for demolition or the costs actually and necessarily incurred to repair or restore in accordance with an ordinance or law;
- 3. The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination of *pollutants*, wet rot or dry rot;
- 4. Any costs incurred in testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing or otherwise responding to or assessing the effects of *pollutants*, wet rot or dry rot;
- 5. Any costs due to an ordinance or law *you* were required to comply with prior to the loss, even when the building was undamaged, and with which *you* failed to comply;
- 6. More than the actual cash value of loss or damage until the property is repaired or replaced with an identical or similar occupancy at the same or another premises;
- 7. The repair or replacement unless they are made as soon as reasonably possible after the loss or damage occurs, not to exceed two years, including any claim for any additional amount payable under this coverage; or
- 8. More than the increased cost of construction at the original premises, if *you* elect to rebuild at another premises. If an ordinance or law requires relocation to another premises, the most *we* will pay is the increased cost of construction at the new premises.

#### HOW MUCH WE PAY FOR LOSS OR CLAIM

1. When loss or damage to Coverage A-Building is caused by both a covered cause of loss and one that is excluded by this policy, and an ordinance or law which governs repair, restoration, reconstruction, remodeling or demolition applies to both the covered and excluded causes of loss, *we* pay the proportion of the cost to comply with such ordinance or law the covered part of the loss bears to the excluded part of the loss.

*Our* part of the loss will be determined by:

- a. Dividing the amount of the loss caused by the covered cause of loss by the amount of the total loss or damage to Coverage A-Building; and
- b. Multiplying the cost of complying with the ordinance or law by the figure determined in 1.a. above.
- 2. Settlement of claims from Building Ordinance Or Law will be done in accordance with the indicated settlement option of actual cash value or replacement cost for the Coverage A-Building that sustains the loss or damage.

All other terms and conditions remain unchanged.